

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JOHN ALLAN GRANGER,	:	
Plaintiff	:	CIVIL ACTION NO.
	:	
v.	:	
	:	
ONE CALL LENDER SERVICES, LLC.,	:	
ONE CALL TITLE SERVICES, LLC.,	:	
MURRAY D. LEVIN, and MICHAEL M.	:	
HUDLOW	:	Jury Trial Demanded
Defendants	:	

NOW COMES the Plaintiff, John Allan Granger, a/k/a John Granger (hereinafter, "Plaintiff" or "Granger") by and through his attorney, David C. Najarian, Esquire, of Dimmich & Dinkelacker P.C., with Plaintiff's Complaint against Defendants, One Call Lender Services, LLC, One Call Title Services, LLC, Murray D. Levin and Michael M. Hudlow, (hereinafter, collectively, the "Defendants"), and upon information and belief, avers as follows:

COMPLAINT

1. Plaintiff, John Allan Granger, is an adult individual having an address at 2669 Shillington Road, Suite 223, Sinking Springs, Berks County, Pennsylvania 19608.
2. Defendant, One Call Lender Services, LLC is a corporation or entity organized under the laws of the Commonwealth of Pennsylvania having a registered or reported place of business at 400 Greenwood Avenue, Wyncoate, PA 19095. See, Exhibit 'A', Registration with the Pennsylvania Department of State for One Call Lender Services,

LLC.

3. Defendant, One Call Title Services, LLC is believed to be a corporation, entity, fictitious name or wholly owned subsidiary of One Call Lender Services, LLC, and further has a registered or reported place of business at 521 Plymouth Road, Suite 120, Plymouth Meeting, PA 19462. See, Exhibit ‘B’, Application for Registration of Fictitious Name, filed with the Florida Secretary of State on or about February 8, 2006.

4. Defendant, Murray D. Levin (hereinafter, “Levin”) is an adult individual who maintains an office address of 400 Greenwood Ave, Wyncoate, PA 19095, which is further believed to be an additional or alternate office location for Defendant, One Call Lender Services.

5. Defendant, Michael M. Hudlow (hereinafter, “Hudlow”) is an adult individual who upon information and belief, maintains a residence or address at 7340 Featherstone Boulevard, Sarasota, FL 34238.

6. Defendant, Hudlow now holds himself out as an information, computer systems and title services consultant in the Sarasota Florida area. See, LinkedIn Public Profile for Michael Hudlow, former owner of One Call Title Services, LLC, said profile attached hereto as Exhibit ‘C’.

7. At all relevant times hereto, Defendants, Levin and Hudlow each individually directed, controlled and ratified the actions of the Defendants, One Call Title Services, LLC and/or One Call Lender Services, LLC.

8. Upon information and belief and at all relevant times hereto, Defendants, Levin and Hudlow were officers, directors, owners and/or co-owners, and thus exercised direct control over, the Defendants, One Call Title Services, LLC and One Call Lender

Services, LLC.

9. At all relevant times hereto and with respect to the copyrighted works at issue herein, the collective Defendants, each acted as agents, real and ostensible, of each other and on behalf of each other.

10. It is further believed and therefore averred in the alternative that the Defendant, Hudlow, specifically developed, designed, maintained and oversaw World wide web pages, i.e., Internet web pages and related software for the Defendants, One Call Title Services, LLC and One Call Lender Services, LLC (collectively hereinafter, "One Call"), and did so in the scope of his employment with One Call.

11. To wit, under the control, right to control, and direction of the remaining Defendants, the Defendant, Hudlow developed, designed, maintained, placed and oversaw the creation of world wide web pages under the internet domain, <http://www.useonecall.com>, a URL or address registered to Defendant, Hudlow. See Exhibit 'D', Whois domain registration for useonecall.com

12. In the alternative, via contract with the remaining Defendants, the Defendant, Hudlow developed, designed, maintained, placed and oversaw the creation of world wide web pages which were ultimately accepted and provided to the Defendant, One Call, for use on the internet domain useonecall.com, a URL or address used to advertise the services of the Defendant, One Call.

13. The Defendants, Levin and Hudlow are further named herein jointly and severally in their individual capacities.

14. To the extent that these averments are contradictory, they are offered and plead in the alternative.

JURISDICTION AND VENUE

15. This action arises under the Federal Copyright Act of 1976, as amended, 17 U.S.C. §101, et seq., (hereinafter, "Act") and the Lanham Trademark Act at Sec. 43a, 15 U.S.C. 1125(a), (hereinafter, "Lanham Act").

16. Jurisdiction is founded on Sections 1331, 1338(a) and 1338(b) of the Judicial Code (28 U.S.C. §§ 1331, 1338(a) and 1338(b)).

17. State claims herein are substantially related to Defendant's infringement on John Granger's copyrights and pursuant to § 1338(b) of Title 28 of the United States Code and the court has pendent jurisdiction of this claim.

18. Venue is conferred by § 1391(b)(2) and (c) and 1400(a) of the Judicial Code (28 U.S.C. §1391(b)(2) and (c) and 1400(a)).

OPERATIVE FACTS

19. Plaintiff, John Granger is engaged in the business, inter alia, of designing, manufacturing, authoring and/or licensing computer software, computer programs and related services for use by professionals in the real estate industry, and more specifically, designing, authoring and licensing computer programs for use on the Internet's World wide web (hereinafter, "Web") by title insurance agents and others in the real estate industries.

20. In 1997, Plaintiff created and authored an original work, a computer program, titled and known as "Pennsylvania Title Insurance Rate Calculator" which provided, calculated and/or estimated the rate or cost of real estate title insurance offered by title insurance agents selling real estate title insurance in the State of Pennsylvania.

21. In 2002, Plaintiff amended, altered and recreated said work so as to reflect and

update the title insurance rates then charged by agents in Pennsylvania. This is the work at issue, a display of which is attached and incorporated hereto as Exhibit 'E'.

22. Computer programs, such as the Plaintiff's Pennsylvania Title Insurance Rate Calculator, are copyrightable subject matter under the laws of the United States.

23. On or about January 1, 2002, Plaintiff placed the Pennsylvania Title Insurance Rate Calculator on an internet web page, namely, <http://www.alphaadv.net/patitle/ratecalc.html>, as a product sample or advertisement offered for sale or use under license to title insurance agents and similar real estate industry professionals.

24. Plaintiff, as author and owner of said computer program, a literary work known as the Pennsylvania Title Insurance Rate Calculator, registered the same effective October 2, 2006, with the United States Copyright Office, and thereby complied in all respects with the registration and deposit requirements of the Act. A copy of said registration application is attached and incorporated hereto as Exhibit 'F'.

25. Plaintiff, legally owns the design, i.e., the computer source code which comprises said computer programs, namely the Pennsylvania and New Jersey Title Insurance Rate Calculators, the exclusive copyrights therein, and is entitled to copyright protection.

26. Plaintiff, manufactured and licensed computer software or programs using the computer program at issue to numerous persons or firms within the real estate title insurance industry.

27. Additionally, Plaintiff uses the works at issue to promote his own professional endeavors which include selling and/or offering automation products and services to title insurance agents and firms.

28. Plaintiff's copyright ownership is noticed on all sample programs and products wherein the Rate Calculators are contained. All such products are marked with a notice of John Granger's copyright ownership the works.

29. Plaintiff, Granger further incorporated certain additional and/or embedded protective features within his Pennsylvania Title Insurance Rate Calculator so as to prevent or inhibit unauthorized infringement of either work.

30. Said features included, inter alia, external copyright notices: "Copyright 1997 – 2002 by John Granger", and "All Rights Reserved".

31. Said features further included notices embedded in the internal source code of said Rate Calculators; exemplar of the following:

```
<!-- "http://www.alphaadv.net/patitle/ratecalc.html" -->
<!-- Pennsylvania Title Insurance Rate Calculator -->
<!-- Copyright 1997 - 2002 by, John Granger -->
<!-- Thank you for finding this page interesting enough to view the source
code. -->
<!-- Please respect my copyrights. Thankx -->
<!-- Page written October 17, 1997, Last update February 5, 2002 -->
```

32. Said features included internal copyright management, in part, containing specialized source code, aptly called a cloaking device, so as to prevent unauthorized infringement of any kind:

```
-- Activate Cloaking Device
...
<!-- Deactivate Cloaking Device -->
```

33. Plaintiff has expended his own resources in authoring, designing, promoting, manufacturing, selling and licensing his Pennsylvania Title Insurance Rate Calculator and built a valuable business based on demand for the Pennsylvania Title Insurance Rate Calculator and like products for other States. John Granger has become identified in the

minds of the public as the provider of the same.

34. At all relevant times, the collective Defendants maintained, purchased, commissioned, caused to be made, and/or advertised its services on an internet web page having a Uniform Resource Locator (URL) at <http://www.useonecall.com>, so as to market, sell, advertise and publicize the services of One Call to the general public.

35. At all relevant times, the domain name, useonecall.com was under the direct and apparent control and right of control by Defendants, One Call, Levin and Hudlow.

36. On or about April 10, 2004, the collective Defendants placed, or caused to be placed, an infringing version of the Plaintiff's Pennsylvania Title Insurance Rate Calculator on the web site for the Defendant, One Call, (URL: <http://www.useonecall.com>). Said infringing version is hereafter referred to as "One Call Pennsylvania Rate Calculator". A display of said infringing work is attached and incorporated hereto as Exhibit 'G'.

37. So too, the collective Defendants placed, or caused to be placed, an infringing derivative works on the web site for the Defendant, One Call, (URL: <http://www.useonecall.com>). Said infringing works included purported title insurance rate calculators for New Jersey, Maryland, Florida, Indiana and Virginia, which the Plaintiff contends were substantially derived from the Plaintiffs' copyrighted work. Display copies of the infringing works are respectively attached hereto as Exhibits 'H', 'I', 'J', 'K' and 'L'.

38. One Call's Pennsylvania Rate Calculator on One Call's web site provided Pennsylvania title insurance quotes for title insurance policies sold by One Call Title Services, LLC and/or One Call Lender Services, LLC.

39. Likewise One Call's derivative Rate Calculators on One Call's web site provided title insurance quotes for title insurance policies sold by One Call in New Jersey, Maryland, Florida, Indiana and Virginia.

40. The collective Defendants were never authorized to use Plaintiff's Pennsylvania Title Insurance Rate Calculators or the derivative infringing works then appearing on One Call's website.

41. On or about July 16, 2007, Plaintiff discovered the infringing works then appearing on Defendant, One Call's website.

42. On or about July 23, 2007, by certified mail, Plaintiff requested that One Call supply a copy of their licensing agreement to legally use Plaintiff's Pennsylvania Title Insurance Rate Calculators or the derivative works therefrom. Plaintiff contends that no such license agreement between Plaintiff and Defendants exists. A copy of said communication is attached hereto as Exhibit 'M'.

43. To wit, Defendant, One Call failed to respond to Plaintiff's letter of July 23, 2007.

44. Upon information and belief removed the infringing material from its web site at <http://useonecall.com> on or about July 30, 2007.

45. On or about August 13, 2007, by certified mail, Plaintiff sent One Call a written Notice of Acknowledgement of Use of Copyrighted Material without license, a copy of which is attached hereto as Exhibit 'N'.

46. At no time did any of the Defendants attempt to claim or protect any rights to the rate calculator then on One Call's website or that which was claimed or authored by the Plaintiff.

COUNT I - COPYRIGHT INFRINGEMENT (PA Rate Calc)

John Allan Granger

v.

**One Call Title Services, LLC., One Call Lender Services, LLC., Murray D.
Levin and Michael M. Hudlow.**

47. The foregoing paragraphs are hereby incorporated herein as though fully set forth herein.

48. The “checkNumber” function on One Call’s Pennsylvania Rate Calculator was character by character identical to the Plaintiff’s Pennsylvania Title Insurance Rate Calculator “checkNumber” function.

49. The “computeField” function on One Call’s Pennsylvania Rate Calculator was character by character identical to the Plaintiff’s Pennsylvania Title Insurance Rate Calculator “computeField” function.

50. The “computeForm” function on One Call’s Pennsylvania Rate Calculator was nearly identical to the Plaintiff’s Pennsylvania Title Insurance Rate Calculator “computeForm” function with the exceptions that (1) the construction rate was removed; (2) certain variables were changed from four variables to three; (3) The internal variable for the basic rate was retained; however, the calculations were changed to the “enhanced rate”; (4) The external label for “Basic” was changed to “PA Enhanced”; and (5) the numbers in the calculations did not retain fractional pennies.

51. The “thousands” function on One Call’s Pennsylvania Rate Calculator was character by character identical to the Plaintiff’s Pennsylvania Title Insurance Rate Calculator “thousands” function.

52. The “roundit” function on One Call’s Pennsylvania Rate Calculator was character by character identical to the Plaintiff’s Pennsylvania Title Insurance Rate Calculator “roundit” function with the exception of one new line “var uscall7etseq = “True”.

53. The “clearFrom” function on One Call’s Pennsylvania Rate Calculator was character by character identical to the Plaintiff’s Pennsylvania Title Insurance Rate Calculator “clearForm” function, with the exception that (1) the construction rate was removed, (2) Externally the refinance label has been changed to “PA Substitution”.

54. So too, certain internal copyright management code, i.e. that pertaining to a purported source code cloaking device, in One Call’s Pennsylvania Rate Calculator was identical to Granger’s internal copyright management code contained in the Plaintiff’s Pennsylvania Title Insurance Rate Calculator.

55. Plaintiff’s external copyright notices: “Copyright 1997 – 2002 by John Granger” and “All Rights Reserved” had been removed from the infringing Pennsylvania rate calculator.

56. Plaintiff’s internal copyright notices had also been removed from the infringing Pennsylvania rate calculator.

57. Defendants, One Call, Levin and Hudlow, unlawfully and willfully copied all or part of Plaintiff, John Granger’s Pennsylvania Title Insurance Rate Calculator in violation of Plaintiff, Granger’s copyright in the computer program.

58. Defendants, One Call, Levin and Hudlow copied Plaintiff, John Granger’s Pennsylvania Title Insurance Rate Calculator and used the same on the website of One Call., and did so without authorization from the copyright holder as required under the Act. See, 17 USC 106, 501.

59. The One Call's Pennsylvania Rate Calculator infringes John Granger's copyright in the Pennsylvania Title Insurance Rate Calculator.

60. The source code comprising Defendants' Pennsylvania Rate Calculator is substantially similar, nearly identical, to the source code or literary work comprising the Plaintiff's copyrighted material.

61. The Defendants' Pennsylvania Rate Calculator uses and infringes the compilation as compiled and arranged by Plaintiff in John Granger's copyrighted work.

62. The Defendants' Rate Calculator uses and infringes the extraction of data as authored and arranged by John Granger in Plaintiff's copyrighted work.

63. Plaintiff has lost revenue from Defendants' unlawful and willful copying of John Granger's copyrighted material.

64. Defendants' Rate Calculator dilutes the market and serves to destroy the distinctiveness of John Granger's copyrighted works.

65. Defendants' copying of Plaintiff's Pennsylvania Title Insurance Rate Calculator and the use of the same on the Defendants' web page destroys the public's identification of the Pennsylvania Title Insurance Rate Calculator to Plaintiff as John Granger's exclusive property, thereby confusing the public and causing Plaintiff to suffer irreparable damages and lost profits.

66. John Granger's sale of his own works and derivative works is prejudiced by Defendants' copyright infringements.

67. The Plaintiff is entitled to damages under the count hereunder as either (1) actual damages and any additional profits of the infringer; or (2) statutory damages as determined by the court for a sum of not less than \$750 nor more than \$30,000, or in the

case of willful infringement, as alleged herein, a sum not more than \$150,000, together with costs, interest and attorney's fees.

COUNT II - COPYRIGHT INFRINGEMENT (Derivative Works)
John Allan Granger

v.

**One Call Title Services, LLC., One Call Lender Services, LLC., Murray D.
Levin and Michael M. Hudlow.**

68. The foregoing paragraphs are hereby incorporated herein as though fully set forth herein.

69. It is believed and therefore averred that the New Jersey, Maryland, Florida, Indiana and Virginia Title Insurance Rate Calculators then appearing on the Defendant, One Call's web site are derivative infringing works from the copyrighted work at issue.

70. To wit the infringing New Jersey Rate Calculator (1) has a descriptive paragraph that is nearly identical to John Granger's external Pennsylvania descriptive paragraph; (2) has a directions sentence that is identical to John Granger's external Pennsylvania directions sentence; (3) works without a "Calculate" button that is identical to John Granger's Pennsylvania calculator; (4) retained John Granger's secondary internal copyright management information; (5) the checkNumber function is character by character identical to John Granger's checkNumber function; (6) the computeField function is character by character identical to John Granger's computeField function; (7) the computeForm function is extremely similar to John Granger's Pennsylvania calculator computeForm function with certain minor exceptions; (8) the thousands function is character by character identical to John Granger's Pennsylvania thousands function; (9) the roundit function is character by character identical to John Granger's Pennsylvania roundit function; (10) the clearForm function is character by character

identical to John Granger's clearForm Pennsylvania function with certain exceptions.

71. To wit the infringing Maryland Rate Calculator (1) has a descriptive paragraph that is nearly identical to John Granger's external Pennsylvania descriptive paragraph; (2) has a directions sentence that is identical to John Granger's external Pennsylvania directions sentence; (3) works without a "Calculate" button that is identical to John Granger's Pennsylvania calculator; (4) retained John Granger's secondary internal copyright management information; (5) the checkNumber function is character by character identical to John Granger's checkNumber function; (6) the computeField function is character by character identical to John Granger's computeField function; (7) the computeForm function is extremely similar to John Granger's Pennsylvania calculator computeForm function with certain minor exceptions; (8) the thousands function is character by character identical to John Granger's Pennsylvania thousands function; (9) the roundit function is character by character identical to John Granger's Pennsylvania roundit function; (10) the clearForm function is character by character identical to John Granger's clearForm Pennsylvania function with certain exceptions.

72. To wit the infringing Flordia Rate Calculator (1) has a descriptive paragraph that is nearly identical to John Granger's external Pennsylvania descriptive paragraph; (2) has a directions sentence that is identical to John Granger's external Pennsylvania directions sentence; (3) works without a "Calculate" button that is identical to John Granger's Pennsylvania calculator; (4) retained John Granger's secondary internal copyright management information; (5) the checkNumber function is character by character identical to John Granger's checkNumber function; (6) the computeField function is character by character identical to John Granger's computeField function; (7) the

computeForm function is extremely similar to John Granger's Pennsylvania calculator computeForm function with certain minor exceptions; (8) the thousands function is character by character identical to John Granger's Pennsylvania thousands function; (9) the roundit function is character by character identical to John Granger's Pennsylvania roundit function; (10) the clearForm function is character by character identical to John Granger's clearForm Pennsylvania function with certain exceptions.

73. To wit the infringing Indiana Rate Calculator (1) has a descriptive paragraph that is nearly identical to John Granger's external Pennsylvania descriptive paragraph; (2) has a directions sentence that is identical to John Granger's external Pennsylvania directions sentence; (3) works without a "Calculate" button that is identical to John Granger's Pennsylvania calculator; (4) retained John Granger's secondary internal copyright management information; (5) the checkNumber function is character by character identical to John Granger's checkNumber function; (6) the computeField function is character by character identical to John Granger's computeField function; (7) the computeForm function is extremely similar to John Granger's Pennsylvania calculator computeForm function with certain minor exceptions; (8) the thousands function is character by character identical to John Granger's Pennsylvania thousands function; (9) the roundit function is character by character identical to John Granger's Pennsylvania roundit function; (10) the clearForm function is character by character identical to John Granger's clearForm Pennsylvania function with certain exceptions.

74. To wit the infringing Virginia Rate Calculator (1) has a descriptive paragraph that is nearly identical to John Granger's external Pennsylvania descriptive paragraph; (2) has a directions sentence that is identical to John Granger's external Pennsylvania directions

sentence; (3) works without a “Calculate” button that is identical to John Granger’s Pennsylvania calculator; (4) retained John Granger’s secondary internal copyright management information; (5) the checkNumber function is character by character identical to John Granger’s checkNumber function; (6) the computeField function is character by character identical to John Granger’s computeField function; (7) the computeForm function is extremely similar to John Granger’s Pennsylvania calculator computeForm function with certain minor exceptions; (8) the thousands function is character by character identical to John Granger’s Pennsylvania thousands function; (9) the roundit function is character by character identical to John Granger’s Pennsylvania roundit function; (10) the clearForm function is character by character identical to John Granger’s clearForm Pennsylvania function with certain exceptions.

75. Defendants, One Call, Levin and Hudlow, unlawfully and willfully copied or usurped all or part of Plaintiff, John Granger’s Pennsylvania Title Insurance Rate Calculator in violation of Plaintiff, Granger’s copyright in the computer program.

76. Defendants, One Call, Levin and Hudlow copied Plaintiff, John Granger’s Pennsylvania Title Insurance Rate Calculator and used the same on the website of One Call, and did so without authorization from the copyright holder as required under the Act. See, 17 USC 106, 501.

77. The One Call’s New Jersey, Maryland, Florida, Indiana and Virginia Title Insurance Rate Calculators infringe John Granger’s copyright in the Pennsylvania Title Insurance Rate Calculator.

78. The source code comprising Defendants’ derivative works is substantially similar, nearly identical, to the source code or literary work comprising the Plaintiff’s copyrighted

material.

79. The Defendants' derivative rate calculators use and infringe the compilation as compiled and arranged by Plaintiff in John Granger's copyrighted work.

80. The Defendants' rate calculator uses and infringes the extraction of data as authored and arranged by John Granger in Plaintiff's copyrighted work.

81. Plaintiff has lost revenue from Defendants' unlawful and willful copying of John Granger's copyrighted material.

82. Defendants' rate calculators dilute the market and serves to destroy the distinctiveness of John Granger's copyrighted works.

83. Defendants' copying and usurping the Plaintiff's Pennsylvania Title Insurance Rate Calculator and the use of the same on the Defendants' web page destroys the public's identification of the Pennsylvania and other state Title Insurance Rate Calculators to Plaintiff as John Granger's exclusive property, thereby confusing the public and causing Plaintiff to suffer irreparable damages and lost profits.

84. John Granger's sale of his own works and derivative works is prejudiced by Defendants' copyright infringements.

85. The Plaintiff is entitled to damages under the count hereunder as either (1) actual damages and any additional profits of the infringer; or (2) statutory damages as determined by the court for a sum of not less than \$750 nor more than \$30,000 per act of infringement, or in the case of willful infringement, as alleged herein, a sum not more than \$150,000 per act of willful infringement, together with costs, interest and attorney's fees.

COUNT III - UNFAIR COMPETITION – LANHAM ACT
John Allan Granger

v.

**One Call Title Services, LLC., One Call Lender Services, LLC., Murray D.
Levin and Michael M. Hudlow.**

86. The foregoing paragraphs are hereby incorporated herein as though fully set forth herein.

87. Defendants, in unlawfully and willfully copying John Granger's Pennsylvania Title Insurance Rate Calculators, and in intentionally removing the internal and external notices which attributed Plaintiff as the source of said rate calculators, and in fraudulently placing the names of One Call Lender Services LLC and One Call Title Services LLC as the source of said rate and derivative rate calculators, created a likelihood of confusion among the public as to the original source of Plaintiff's Title Insurance Rate Calculators and have contributed to the dilution of the distinctive quality of John Granger's work in the marketplace.

88. By removing and replacing the Plaintiff's name with the name of One Call Lender Services, LLC and One Call Title Services, LLC, the Defendants, each of them, misappropriated and conspired to misappropriate the Plaintiff's goods as their own, and thereby engaged in acts of unfair competition under the Lanham Act at 15 U.S.C. 1125(a).

89. By using the misappropriated work as their own, the Defendants, each of them, affected interstate commerce, and thereby engaged in unfair competition under the Lanham Act at 15 U.S.C. 1125(a).

90. Upon information and belief, the Defendants conspired with each other in the foregoing misappropriations, and thereby each engaged in unfair competition under the

Lanham Act at 15 U.S.C. 1125.

91. Defendants, each of them, by their unauthorized appropriation and misappropriation and use of John Granger's copyrighted works, engaged in acts of unfair competition, unlawful appropriation, unjust enrichment, wrongful deception of the purchasing public, and unlawful trading on John Granger's good will and the public's acceptance of John Granger's copyrighted work, all to John Granger's irreparable damage.

92. To wit, the Plaintiff seeks actual damages sustained by the Plaintiff, resulting profits of the Defendants, together with costs, interest, attorney's fees and such punitive damages as the Court may deem appropriate.

COUNT IV - UNFAIR COMPETITION – STATE CLAIM
John Allan Granger

v.

**One Call Title Services, LLC., One Call Lender Services, LLC., Murray D.
Levin and Michael M. Hudlow.**

93. The foregoing paragraphs are hereby incorporated herein as though fully set forth herein.

94. By willfully engaging fraudulent and/or deceptive practices within the commerce of Pennsylvania, misappropriating or passing off the Plaintiff's goods as their own, and thereby causing a likelihood of confusion in the marketplace, the Defendants, each of them, engaged in unfair competition as recognized under the laws adopted or duly enacted by the Commonwealth of Pennsylvania. See, e.g., 73. P.S. 201-2

95. Defendants, each of them, by their unauthorized appropriation and misappropriation and use of John Granger's copyrighted works, engaged in acts of unfair competition, unlawful appropriation, unjust enrichment, wrongful deception of the

purchasing public, and unlawful trading on John Granger's good will and the public's acceptance of John Granger's copyrighted work, all to John Granger's irreparable damage.

96. To wit, the Plaintiff seeks actual damages sustained by the Plaintiff, resulting profits of the Defendants, together with costs, interest, attorney's fees and such punitive damages as the Court may deem appropriate.

COUNT V – CIRCUMVENTION OF COPYRIGHT PROTECTION SYSTEMS
John Allan Granger

v.

**One Call Title Services, LLC., One Call Lender Services, LLC., Murray D.
Levin and Michael M. Hudlow.**

97. The foregoing paragraphs are hereby incorporated herein as though fully set forth herein.

98. Plaintiff, John Granger avers that the Defendants, each of them, committed not less than four separate, distinct and intentional acts per infringing work, each act of which comprise a violation for the removal or circumvention of copyright protection systems under 17 U.S.C. 1201.

99. Said separate, distinct and intentional circumventions committed by the Defendants included the following:

- a. in removing the Plaintiff-author's name from the internal source code in the subject computer program;
- b. in removing the external copyright notices: "Copyright 1997 – 2002 by John Granger" from the literary work in question;
- c. in removing Plaintiff, Granger's external notice "All Rights Reserved Notice" from the literary work in question; and

d. in removing Plaintiff John Granger's internally embedded notice, as outlined below, from the work in question:

```
<!-- "http://www.alphaadv.net/patitle/ratecalc.html" -->
<-- Pennsylvania Title Insurance Rate Calculator -->
<-- Copyright 1997 - 2002 by, John Granger -->
<-- Thank you for finding this page interesting enough to view the source
code. -->
<-- Please respect my copyrights. Thankx -->
<-- Page written October 17, 1997, Last update February 5, 2002 -->
```

100. The aforesaid acts each separately constitute separate violations under 17 U.S.C. 1201.

101. Defendants, each of them, acted and conspired to circumvent said copyright protection without the authority of the copyright owner.

102. Defendants, each of them, acted and conspired to circumvent the aforesaid copyright protection with the intent to enable, induce, facilitate or conceal infringement(s).

103. In so circumventing the copyright protection from the Plaintiff's work, the Defendants, each of them, knew or should have known that so doing would induce, enable, facilitate, or conceal the infringement(s) of the copyright.

104. Defendants' conduct resulted in lost profits, diminished good will, and similar irreparable damage to Plaintiff.

105. The Plaintiff is entitled to damages under the count hereunder as either (1) actual damages and any additional profits of the infringer; or (2) statutory damages as determined by the court for a sum of not less than \$200 or more than \$2,500, per each act of circumvention, together with costs, interest and attorney's fees.

COUNT VII – INTEGRITY OF COPYRIGHT INFORMATION – (Pa Rate

Calc)

John Allan Granger

v.

**One Call Title Services, LLC., One Call Lender Services, LLC., Murray D.
Levin and Michael M. Hudlow.**

106. The foregoing paragraphs are hereby incorporated herein as though fully set forth herein.

107. Plaintiff, John Granger avers that the Defendants, each of them, committed not less than six separate, distinct and intentional acts, per infringing work, each act of which comprise a violation arising from the integrity of copyright information under 17 U.S.C. 1202.

108. Said separate, distinct and intentional acts involving the integrity of copyright information, as knowingly and willfully committed by the Defendants under 17 U.S.C. 1202, included the following:

- a. in removing the Plaintiff-author's name from the internal source code in the subject computer program;
- b. in removing the external copyright notices: "Copyright 1997 – 2002 by John Granger" from the literary work in question;
- c. in removing Plaintiff, Granger's external notice "All Rights Reserved Notice" from the literary work in question;
- d. in removing Plaintiff, Granger's internally embedded notice, as outlined below, from the work in question:

```
<!-- "http://www.alphaadv.net/patitle/ratecalc.html" -->
<!-- Pennsylvania Title Insurance Rate Calculator -->
<!-- Copyright 1997 - 2002 by, John Granger -->
<!-- Thank you for finding this page interesting enough to view the source
code. -->
```

<!-- Please respect my copyrights. Thankx -->
<!-- Page written October 17, 1997, Last update February 5, 2002 -->

- e. in inserting the name of One Call Lender Services, LLC as web developer and author of the subject computer program; and
- f. in distributing and causing to be distributed, the work at issue knowing that said copyright information was false.

109. The aforesaid acts each separately constitute separate violations under 17 U.S.C. 1202(b)(1) and/or 1202(b)(2).

110. Defendants, each of them, acted and conspired to alter the integrity of the aforesaid copyright information without the authority of the copyright owner.

111. Defendants, each of them, acted and conspired to alter the integrity of the aforesaid copyright information with the intent to enable, induce, facilitate or conceal infringement.

112. In altering the integrity of the aforesaid copyright information from the Plaintiff's work, the Defendants, each of them, knew or should have known that so doing would induce, enable, facilitate, or conceal the infringement(s) of copyright.

113. Defendants' conduct resulted in lost profits, diminished good will and similar irreparable damage to Plaintiff.

114. The Plaintiff is entitled to damages under the count hereunder as either (1) actual damages and any additional profits of the infringer; or (2) statutory damages as determined by the Court for a sum of not less than \$2,500 nor more than \$25,000 per each violation, together with costs, interest and attorney's fees.

WHEREFORE, PLAINTIFF DEMANDS:

A. Defendants be enjoined during the pendency of this action and permanently

thereafter from appropriating and using John Granger's copyrighted works;

- B. Defendants be enjoined during the pendency of this action and permanently thereafter from selling or delivering its infringing rate calculator to the public;
- C. Defendants be held jointly and severally liable to the extent permitted by law;
- D. Defendants be ordered to pay to John Granger all damages suffered by John Granger due to their unlawful acts, with prejudgment interest, as well as account for and pay to John Granger all gains and profits that they have enjoyed at John Granger's expense (or in the alternative, such applicable statutory damages as the Plaintiff may elect) and that such damages include John Granger's costs and attorney's fees. At present, John Granger cannot ascertain the full extent of his damages and lost profits;
- E. such other relief as the equities of the case may require and as this Court may deem just and proper under the circumstances; and
- F. a trial by jury.

Respectfully submitted,

DIMMICH & DINKELACKER, P.C.

BY:

DAVID C. NAJARIAN, ESQUIRE

I.D. #86606

JEFFREY R. DIMMICH, ESQUIRE

I.D. #18511

Attorneys for Plaintiff

2987 Corporate Court, Suite 210

Orefield, PA 18069

Ph: 610-398-1800

Email: dnajarian@lqlawpractice.com

Email: jdimmich@lqlawpractice.com

Dated: July 13, 2010



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Business Entity Filing History

Date: 7/7/2010 (Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
ONE CALL LENDER SERVICES, LLC	Current Name

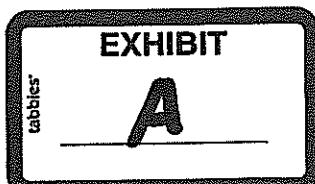
Limited Liability Company - Domestic - Information

Entity Number:	2987118
Status:	Active
Entity Creation Date:	2/6/2001
State of Business.:	PA
Registered Office Address:	400 GREENWOOD AVE WYNCOTE PA 19095-0 Montgomery
Mailing Address:	No Address



Home

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APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G06039900245

Fictitious Name to be Registered: ONE CALL TITLE SERVICES, LLC

Mailing Address of Business: 521 PLYMOUTH ROAD, SUITE 120
PLYMOUTH MEETING, PA 19462

Florida County of principal place of business: SARASOTA

FEI Number:

FILED
Feb 08, 2006
Secretary of State

Owner(s) of Fictitious Name:

ONE CALL LENDER SERVICES, LLC
521 PLYMOUTH ROAD, SUITE 120
PLYMOUTH MEETING, PA 19462 US
Florida Registration Number: G04126900077
FEI Number: 23-3070982

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

MICHAEL M HUDLOW

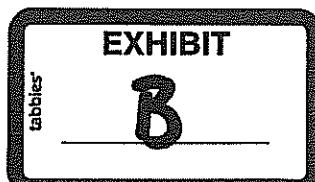
02/08/2006

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()



Michael Hudlow

Director , Alvarez and Marsal

Sarasota, Florida Area

Current • Director at Alvarez and Marsal

- Past • Owner at One Call Title
 - Global Manager at Arthur Andersen Technology Solutions
 - Global Technology Manager at Arthur Andersen

1 more...

Education • Drexel University - College of Business and Administration

Connections 51 connections

Industry Information Technology and Services

Michael Hudlow's Experience

Director

Alvarez and Marsal

(Privately Held; 501-1000 employees; Management Consulting industry)

February 2008 — Present (2 years 6 months)

Owner

One Call Title

(Information Technology and Services industry)

2002 — January 2008 (6 years)

Global Manager

Arthur Andersen Technology Solutions

(Information Technology and Services industry)

1999 — 2002 (3 years)

Global Technology Manager

Arthur Andersen

(Information Technology and Services industry)

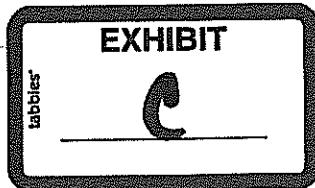
1997 — 2002 (5 years)

Senior Manager

Coopers & Lybrand Consulting

(Partnership; 10,001 or more employees; Management Consulting industry)

March 1986 — September 1997 (11 years 7 months)



Michael Hudlow's Education

Drexel University - College of Business and Administration

1986 — 1991

Additional Information

Michael Hudlow's Groups:

Andersen Alumni Association

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customerservice@networksolutions.com is a contact on the whois record of 879,180

[domains](#)

[1 registrar](#) has maintained records for this domain since 2002-02-14

This domain has [changed name servers](#) 1 time over 6 years.

Hosted on [26 IP addresses](#) over 5 years.

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Registrar:

Hudlow, Michael
 7340 Featherstone Blvd
 Sarasota, FL 34238
 US

Domain Name: USEONECALL.COM

Administrative Contact:

Hudlow, Michael mmh@linuxarmy.com
 7340 Featherstone Blvd
 Sarasota, FL 34238
 US
 941-926-0231 fax: 123 123 1234

Technical Contact:

Network Solutions, LLC. customerservice@networksolutions.com
 13861 Sunrise Valley Drive
 Herndon, VA 20171
 US
 1-888-642-9675 fax: 571-434-4620

Record expires on 14-Feb-2011.

Record created on 14-Feb-2002.

Domain servers in listed order:

NST.MRKNETWORKS.NET 12.111.198.10
 NSF.MRKNETWORKS.NET

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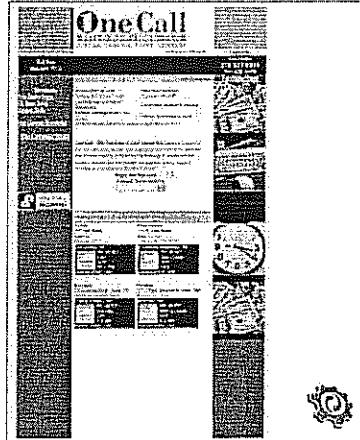
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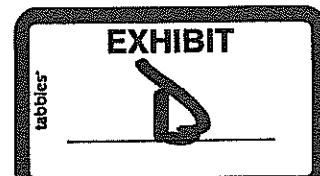
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Pennsylvania Title Insurance Rate Calculator

These are the all-inclusive title insurance rates for the member companies of the Title Insurance Rating Bureau of Pennsylvania as approved by the Pennsylvania Insurance Department. These rates became effective March 1, 1995, and were amended January 1, 2002 and May 1, 2006.

Enter the Amount of Insurance and press the Tab key

Amount of Insurance	Basic	Reissue	New Construction	Refinance 0 - 2 years	Refinance 2 - 4 years	<input type="button" value="Reset"/>
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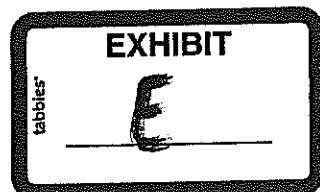
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a John Allan Granger

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b 2820 Audubon Village Drive, Suite 339
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John Allan Granger

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Audubon, Pennsylvania 19403

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Authorized agent of

Name of other claimant (if claimant is other than person signing below)

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9/26/2006

Handwritten signature of John Allan Granger

Certified copy will be mailed in window envelope to this address:

John Allan Granger

2820 Audubon Village Drive, Suite 339

Audubon, Pennsylvania 19403

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These are the all-inclusive title insurance rates for the member companies of the Title Insurance Rating Bureau of Pennsylvania as approved by the Pennsylvania Insurance Department. These rates became effective March 1, 1995, and were amended May 1, 2006.

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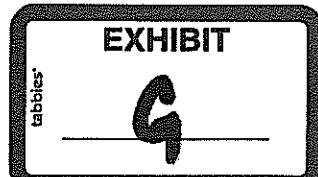
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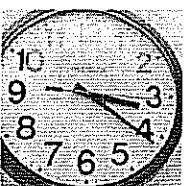
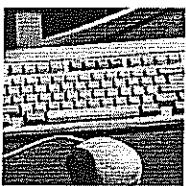
Calculators
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Loan Amount	NJ Basic	NJ Reissue	NJ Substitution	
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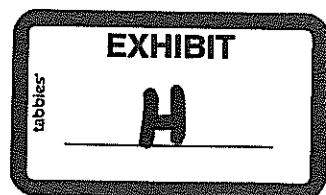
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The Enhanced Rate includes the an additional \$75 as instructed by state licensed underwriters

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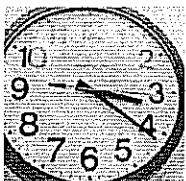
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Loan Amount		MD Enhanced	
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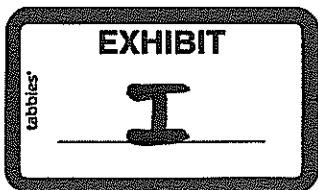
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One Call

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Enter the Amount of Insurance (without comma's) and press the TAB key.

Calculators
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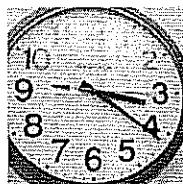
Loan Amount	FL Rate	FL Reissue	
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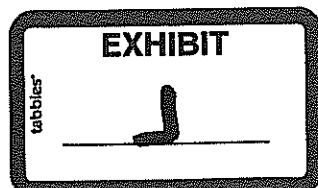
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Loan Amount	IN Owner				<input type="button" value="Reset"/>
<input type="text"/>					

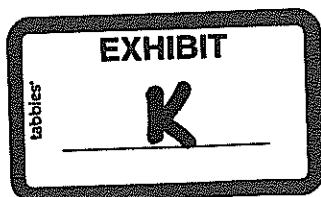
This information is intended to be accurate but is not guaranteed. Please report any errors or discrepancies.

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These are the all-inclusive title insurance rates for the member companies of the Title Insurance Rating Bureau of Virginia as approved by the Virginia Insurance Department.

Enter the Amount of Insurance and press the TAB key.

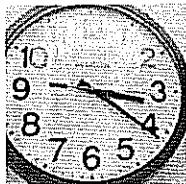
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Loan Amount	VA Basic	VA Reissue	VA Extended	Reset

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John Granger
2820 Audubon Village Drive, Suite 339
Audubon, Pennsylvania 19403
<http://www.alphaadv.net/patitle>
(610) 929-5154 **John@alphaadv.net**

July 23, 2007

ONE CALL TITLE SERVICES, LLC
521 Plymouth Road
Suite 120
Plymouth Meeting, Pennsylvania 19462

Contract #: _____

Dear ONE CALL TITLE SERVICES, LLC,

John Granger is the owner of the exclusive right to use John Granger's Copywritten Maryland, New Jersey and Pennsylvania Title Insurance Rate Calculators and to create derivative works.

It has come to the attention of John Granger that ONE CALL TITLE SERVICES, LLC is operating a website found at URL: visited <http://www.useonecall.com/calcpa.htm>

<http://www.useonecall.com/calcnj.htm>
<http://www.useonecall.com/calcmd.htm>
<http://www.useonecall.com/calcf1.htm>
<http://www.useonecall.com/calcva.htm>
<http://www.useonecall.com/calcin.htm>

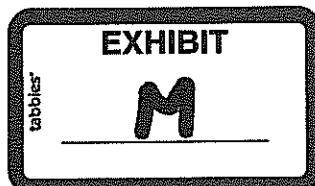
John Granger's records do not include any licensing agreement with ONE CALL TITLE SERVICES, LLC.

Please send John Granger a copy of ONE CALL TITLE SERVICES, LLC'S licensing agreement to legally use John Granger's Copywritten Maryland, New Jersey and Pennsylvania Title Insurance Rate Calculators and to create derivative works.

Silence beyond two weeks shall serve as proof that no written licensing agreement exists between John Granger and ONE CALL TITLE SERVICES, LLC to legally use John Granger's Copywritten Maryland, New Jersey and Pennsylvania Title Insurance Rate Calculators and to create derivative works.

Very truly yours,

John Granger



John Granger
2820 Audubon Village Drive, Suite 339
Audubon, Pennsylvania 19403
<http://www.alphaadv.net/patitle>
(610) 929-5154 **John@alphaadv.net**

August 13, 2007

ONE CALL TITLE SERVICES, LLC
521 Plymouth Road
Suite 120
Plymouth Meeting, Pennsylvania 19462

Contract #: _____

Notice of Acknowledgment of Use of Copywritten material without license

Dear ONE CALL TITLE SERVICES, LLC,

Thank you for removing John Granger's Copywritten Maryland, New Jersey and Pennsylvania Title Insurance Rate Calculators and derivative works for Florida, Indiana and Virginia from ONE CALL TITLE SERVICES, LLC.'S web site.

Thank you for acknowledging ONE CALL TITLE SERVICES, LLC. used John Granger's Copywritten Maryland, New Jersey and Pennsylvania Title Insurance Rate Calculators and derivative works for Florida, Indiana and Virginia on ONE CALL TITLE SERVICES, LLC.'S web site without a licensing agreement.

Very truly yours,

John Granger

